Case 15-18007-mdc Doc 57 Filed 02/05/17 Entered 02/06/17 01:08:20 Desc Imaged

Certificate of Notice Page 1 of 4 Eastern District of Pennsylvania

In re: Serita Stepteau Debtor Case No. 15-18007-mdc Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2 User: John Page 1 of 1 Date Rcvd: Feb 03, 2017

Form ID: pdf900 Total Noticed: 8

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Feb 05, 2017.

db +Serita Stepteau, 1810 Farrington Road, Philadelphia, PA 19151-2011

+Mercedes-Benz Financial Services USA LLC f/k/a DCF, c/o BK Servicing, LLC, PO Box 131265, cr

Roseville, MN 55113-0011

+WILMINGTON SAVINGS FUND SOCIETY Et Al, c/o ANDREW F GORNALL, 13645664 KML Law Group, P.C.,

701 Market Street, Suite 5000, Philadelphia, PA 19106-1541
+WILMINGTON SAVINGS FUND SOCIETY, FSB, Rushmore Loan Management Services, P.O. Box 55004, 13640540

Irvine, CA 92619-5004

13628382 +Wilmington Savings Fund, c/o Rushmore Loan Services, PO Box 514707,

Los Angeles, CA 90051-4707

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. smg E-mail/Text: bankruptcy@phila.gov Feb 04 2017 03:44:08 City of Philadelphia,

Tax Unit/Bankruptcy Dept, City of Philadelphia Law Dept., 1515 Arch Street 15th Floor,

Philadelphia, PA 19102-1595

E-mail/Text: RVSVCBICNOTICE1@state.pa.us Feb 04 2017 03:42:55 smg

Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946,

Harrisburg, PA 17128-0946

smg +E-mail/Text: usapae.bankruptcynotices@usdoj.gov Feb 04 2017 03:43:59 c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404

TOTAL: 3

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

C/oShellpoint Mortgage Servicing, c/o- Shellpoint Mortgage Servicing cr

Shellpoint Mortgage Servicing cr

TOTALS: 2, * 0, ## 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Feb 05, 2017 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on February 3, 2017 at the address(es) listed below:

ANDREW F GORNALL on behalf of Creditor WILMINGTON SAVINGS FUND SOCIETY, Et Al...

 $\verb|agornall@kmllawgroup.com|, & bkgroup@kmllawgroup.com|$

DANIELLE BOYLE-EBERSOLE on behalf of Creditor WILMINGTON SAVINGS FUND SOCIETY, Et Al...

debersole@hoflawgroup.com, bbleming@hoflawgroup.com
THOMAS I. PULEO on behalf of Creditor WILMINGTON SAVINGS FUND SOCIETY, Et Al...

WILLIAM C. MILLER ecfemails@ph13trustee.com, philaecf@gmail.com

Mercedes-Benz Financial Services USA LLC f/k/a WILLIAM EDWARD CRAIG on behalf of Creditor

DCFS USA LLC mortonlaw.bcraig@verizon.net, mhazlett@mortoncraig.com ZACHARY PERLICK on behalf of Debtor Serita Stepteau Perlick@verizon.net,

pireland1@verizon.net

TOTAL: 7

In Re:

Serita Stepteau

: Bankruptcy No. 15-18007- MDC

: Chapter 13

WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as Trustee for BCAT 2014-9TT c/o Shellpoint Mortgage Servicing

Movant

VS.

Serita Stepteau

Debtors/Respondents

and

William C. Miller, Esquire

Trustee/Respondent

CONSENT ORDER/STIPULATION AGREEMENT SETTLING MOTION FOR RELIEF FROM AUTOMATIC STAY

AND NOW, upon the Motion of WILMINGTON SAVINGS FUND SOCIETY, FSB, doing business as CHRISTIANA TRUST, not in its individual capacity but solely as Trustee for BCAT 2014-9TT c/o Shellpoint Mortgage Servicing ("Movant"), through its counsel, Hladik, Onorato & Federman, LLP, for relief from the automatic stay pursuant to Bankruptcy Code § 362(d) as to certain real property, located at 1810 Farrington Road, Philadelphia, PA 19151 (the "Property"), it is hereby agreed as follows:

1. Serita Stepteau ("Debtor") acknowledges that the following post-petition amounts are due as follows:

Payments 10/01/2016 - 11/01/16 @ \$928.73/monthly	\$	1,857.46
Payments 12/01/2016 - 01/01/17 @ \$970.48/monthly	\$	1,940.96
Attorney Fees for Motion for Relief	\$	850.00
Filing Fee for Motion for Relief	\$	176,00
Arrears ("Total Arrears")	ď.	4 924 42

- 2. Debtor shall cure the Arrears as set forth above in the following manner:
- a. Debtor shall submit a lump sum payment in the amount of \$970.48 on or before January 26, 2017.
- b. Debtor shall roll the remaining Total Arrears, to wit, \$3,853.94, into and pay it through the Debtor's Chapter 13 Plan of Reorganization in order to cure this portion of the Total Arrears in addition to the current arrearage amount on Movant's Proof of Claim.
- c. Debtor's attorney shall file a Motion to Modify the Confirmed Plan on or before January 27, 2017.
 - 3. Debtor shall make the regular monthly payments required to the Trustee.
- 4. Debtor agrees to continue making the regular post-petition monthly mortgage payments to Movant in the amount of \$970.48 (or as may be adjusted from time to time, as per standard escrow practices), commencing with the 02/01/17 payment and monthly for every payment thereafter.
 - 5. Debtor shall send all payments due directly to Creditor at the address below:

Shellpoint Mortgage Servicing

P.O. Box 740039 Cincinnati, Ohio 45274-0039

Shellpoint's loan #xxxxxx8247 must appear on each payment made hereinafter.

- 6. In the event: (i) Debtor's counsel fails to file or have approved a Motion to modify with an Amended Plan as set forth above; or (ii) Debtor fails to make any of the payments set forth hereinabove (or real estate taxes and/or hazard insurance when due) on or before their due dates. Movant and/or Counsel may give Debtor and Debtor's counsel notice of the default. If Debtor does not cure the default within ten (10) days of the notice, upon Certification of Default to the Court, and request for Order, with a copy to Debtor and Debtor's counsel, Movant shall immediately have relief from the bankruptcy stay.
- 7. The failure by the Creditor, at any time, to file a Certification of Default upon default by the Debtor shall not be construed, nor shall such failure act, as a waiver of any of Movant's rights hereunder.
- 8. Upon issuance of the aforesaid Order, the parties hereto further agree that Movant may proceed in state court to exercise all rights and remedies available to it as a mortgagee and creditor under state and federal law including, but not limited to, the initiation of and continuation of foreclosure and execution process through sheriff's sale concerning the Property and ejectment thereafter.
- 9. In the event Debtor converts to a bankruptcy under Chapter 7 of the Bankruptcy Code then Debtor shall pay all pre-petition arrears and post-petition arrears within ten (10) days from the date the case is converted. If Debtor fails to make payment in accordance with this paragraph then the Movant, through Counsel, may file a certification setting forth said failure and the Movant shall be granted immediate relief from the automatic stay.

Entered 02/06/17 01:08:20 Desc Imaged Case 15-18007-mdc Doc 57 Filed 02/05/17 Certificate of Notice Page 4 of 4

10. It is further agreed that the 14-day stay provided by Rule 4001(a)(3) is hereby waived.

By signing this Stipulation, Debtor's Counsel represents that the Debtor is familiar with and understand the terms of this Stipulation and agrees to said terms regardless of whether the Debtor has actually signed this Stipulation. Seen and agreed by the parties on the date set forth

Counsel for Creditor

Zachary Perlick, Esquire Counsel for Debtor

Date: 1/20/17

Trustee

*without prejudice to any trustee rights or remedies

And Now, this 3rd

__day of

___, 2017, it is hereby ORDERED that this

Stipulation between the parties is approved.

Honorable Magdeline D. Coleman U.S. Bankruptcy Judge

Magdelin D. Colem